

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 7 day of September, 2000 by and between Nash County and the Sheriff of Nash County of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.1 The commission payment shall be the following percentages of gross billable revenues: thirty-five percent (35%) of the local collect calls, thirty-five percent (35%) of intra-lata collect calls, thirty-five percent (35%) of the inter-lata intra-state calls, and thirty-five percent (35%) of the inter-lata inter-state calls.

4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 Sheriff acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and Sheriff agrees that no action will be taken unreasonably to impede such usage.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the North Carolina Public Utilities Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the North Carolina Public Utilities Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Sheriff shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 TERMINATION

6.1 Sheriff may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.

6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to Sheriff in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.

6.3 Pay Tel may terminate this Agreement in the event that the anticipated distribution (intra, and inter-lata) of calls or permissible charges for calls, differs by more than ten percent (10%) from the actual distribution or charges for calls and such difference persists for more than three (3) months. In the event that Pay Tel determines that such revenue differences exist, Pay Tel agrees to notify Sheriff of such differences and both parties agree to work in good faith towards an amendment to this Agreement that would accommodate the interests of both parties.

6.4 Pay Tel also may terminate this Agreement, either in whole or in part, at any time upon sixty (60) days written notice in the event that Pay Tel deems the provision of telecommunications Services to any particular facility to be unprofitable. If Pay Tel terminates this Agreement as to any less than all of the facilities covered by this Agreement, such termination shall not affect Pay Tel's right to continue providing Services at such other facilities as are not covered by such termination.

7.0 SUCCESSORS IN INTEREST

7.1 Sheriff agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both Sheriff and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

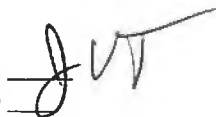
8.0 MISCELLANEOUS PROVISIONS

8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Sheriff addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.

8.2 This written document, including Exhibit A and the Agency Agreement, shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Sheriff and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

No Additions

Initials
Initials



8.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.

8.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

8.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders as interchangeable as required by context.

8.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the rules governing arbitration of the Private Adjudication Center, an adjunct to the Duke University School of Law. Venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed by order of any court having jurisdiction over the parties.

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INMATE TELECOMMUNICATIONS AGREEMENT
Regulatory Compliance Amendment

This Amendment, entered into the 24 of January 2014, between **Nash County and the Sheriff of Nash County** of the one part, hereinafter collectively "**Sheriff**," and **Pay Tel Communications, Inc.** of the other part, hereinafter "**Pay Tel**," modifies the Inmate Telecommunications Agreement dated September 7, 2000, and Addendums dated May 29, 2005, and October 29, 2008 (hereafter referred to as the "**Agreement**"). In anticipation of mandated changes to regulations governing Inmate Telephone Service and in consideration of the mutual promises and covenants contained herein, Pay Tel and Sheriff hereby agree to modify the Agreement as follows:

1. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. Pay Tel will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by Sheriff within twenty (20) days after receipt of notice, in which case Sheriff's objection will be resolved by application of the dispute resolution provision of Section 6.2.

2. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.2 In addition to disputes arising under Section 5.3, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to the dispute resolution provisions of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

3. Except as expressly modified by this Regulatory Compliance Amendment, the provisions and conditions of the Agreement, including all Exhibits shall remain in full force and effect.

NASH COUNTY, NORTH CAROLINA

By: [Signature] (Seal)

By: Det. Randall Smith (Printed)

Authorized Agent for Sheriff

Date: 1-24-14

Attest: [Signature]

PAY TEL COMMUNICATIONS, INC.:

By: [Signature] (Seal)

By: Vincent Townsend (Printed)

Date: 2/4/14

Attest: [Signature]
Account Representative: Phil Ellis

MISCELLANEOUS PAYMENT RECPT#: 2129214
NASH COUNTY
120 W. WASHINGTON STREET
NASHVILLE NC 27856

DATE: 09/03/19 TIME: 14:51
CLERK: carolynmi DEPT: FINANCE
CUSTOMER#: 4130
FINANCE
PARCEL:

CHG: TELEPH TELEPHONE COMMI 6258.76

REVENUE:

1 0100600 488021 6258.76

INMATE TELEPHONE

REF1: JUL 2019 REF2:

CASH:

0010000 101000 6258.76

CENTRAL DEPOSITORY C

AMOUNT PAID: 6258.76

PAID BY: PAY TEL COMMUNICATIO

PAYMENT METH: CHECK

129100

REFERENCE: PHONE COMM

AMT TENDERED: 6258.76

AMT APPLIED: 6258.76

CHANGE: .00

Cm

[Signature]

PAY TEL COMMUNICATIONS, INC.
Nash County

VENDOR NO.:

NAME:

0000150330

Aug 8, 2019

INVOICE	REFERENCE	INV. DATE	INV. AMOUNT	DESCRIPTION	ADJ. AMT.	AMT. PAID
APCOMM2019073	0000222392	07/31/2019	\$6,258.76		\$0.00	\$6,258.76
TOTALS:			\$6,258.76		\$0.00	\$6,258.76

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

PAY TEL COMMUNICATIONS, INC.

P.O. BOX 8179
GREENSBORO, NC 27419
(336) 852-7419



CAPITAL BANK
capitalbank-us.com
83-1176-670

129100

Six Thousand Two Hundred Fifty Eight Dollars And 76 Cents

PAY TO THE ORDER OF: Nash County
222 West Washington Street
NASHVILLE, NC 27856



Wm J. Townsend
AUTHORIZED SIGNATURE

DATE: Aug 8, 2019
AMOUNT: \$6,258.76

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Monthly Commission Statement July, 2019

Statement Date: 8/08/2019

Nash County
222 W Washington St
Nashville NC 27856

Call Type	Payment Method	Total Calls	Total Minutes	Gross Revenue	Commission %	Commission Earned
Local	Prepaid Collect	7,905	67,381	\$11,454.77	39.00%	\$4,467.36
	Local Total	7,905	67,381	\$11,454.77		\$4,467.36
Intrastate	Prepaid Collect	1,568	12,736	\$2,674.56	39.00%	\$1,043.08
	Intrastate Total	1,568	12,736	\$2,674.56		\$1,043.08
Interstate	Prepaid Collect	1,039	9,137	\$1,918.77	39.00%	\$748.32
	Interstate Total	1,039	9,137	\$1,918.77		\$748.32
Interstate	Prepaid Collect	1,298	10,314	\$2,165.94	0.00%	\$0.00
	Interstate Total	1,298	10,314	\$2,165.94		\$0.00
Total Collect				\$0.00		\$0.00
Total Prepaid Collect		11,810	99,568	\$18,214.04		\$6,258.76
Total Debit				\$0.00		\$0.00
Total Prepaid Card				\$0.00		\$0.00
Grand Total		11,810	99,568	\$18,214.04		\$6,258.76

Prepaid Collect

Commission Earned



I certify that the information in this
commission statement is accurate.

Kurt Gabriel

Kurt Gabriel, Vice President of Finance

Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com

MISCELLANEOUS PAYMENT RECPT#: 2114028
NASH COUNTY
120 W. WASHINGTON STREET
NASHVILLE NC 27856

DATE: 07/16/19 TIME: 11:28
CLERK: carolynmi DEPT: FINANCE
CUSTOMER#: 4130
FINANCE
PARCEL:

CHG: TELEPH TELEPHONE COMMI 4515.47

REVENUE:

1 0100000 124000 4515.47

RECEIVABLES LOCAL

REF1: INMAT PHON REF2: JUN 2019

CASH:

0010000 101000 4515.47

CENTRAL DEPOSITORY C

AMOUNT PAID: 4515.47

PAID BY: PAYTEL COMMUNICATION

PAYMENT METH: CHECK
128677

REFERENCE: INMATE PHONE

AMT TENDERED: 4515.47

AMT APPLIED: 4515.47

CHANGE: .00

(0100600 - 488021)

Cm

P2 7-16-12

COMMUNIC
NASHC00002

Jul 10, 2019

TOTALS:

\$4,515.47



capitalbank-us.com

63-1176-670

128677

AMOUNT

\$4,515.47

HEAT SENSITIVE
RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

Union Townsend

所

11 1 2867711:0670 1 1 7601:5600099 1 360611

**Monthly Commission Statement June, 2019**

Statement Date: 7/10/2019

Nash County
222 W Washington St
Nashville NC 27856

Call Type	Payment Method	Total Calls	Total Minutes	Gross Revenue	Commission %	Commission Earned
Local	Prepaid Collect	5,659	47,618	\$8,095.06	39.00%	\$3,157.07
Local Total		5,659	47,618	\$8,095.06		\$3,157.07
Intralata	Prepaid Collect	1,138	9,309	\$1,954.89	39.00%	\$762.41
Intralata Total		1,138	9,309	\$1,954.89		\$762.41
Interlata	Prepaid Collect	775	7,277	\$1,528.17	39.00%	\$595.99
Interlata Total		775	7,277	\$1,528.17		\$595.99
Interstate	Prepaid Collect	742	6,910	\$1,451.10	0.00%	\$0.00
Interstate Total		742	6,910	\$1,451.10	FCC Regulation	\$0.00
Total Collect				\$0.00		\$0.00
Total Prepaid Collect		8,314	71,114	\$13,029.22		\$4,515.47
Total Debit				\$0.00		\$0.00
Total Prepaid Card				\$0.00		\$0.00
Grand Total		8,314	71,114	\$13,029.22		\$4,515.47

Commission Earned

Prepaid Collect

I certify that the information in this
commission statement is accurate.

Kurt Gabriel, Vice President of Finance

Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com

MISCELLANEOUS PAYMENT RECPT#: 2108605
NASH COUNTY
120 W. WASHINGTON STREET
NASHVILLE NC 27856

DATE: 06/17/19 TIME: 10:45
CLERK: carolynmi DEPT: FINANCE
CUSTOMER#: 4130
FINANCE
PARCEL:

CHG: TELEPH TELEPHONE COMMI 5749.72

REVENUE:

1 0100600 488021 5749.72

INMATE TELEPHONE

REF1: MAY 2019 REF2:

CASH:

0010000 101000 5749.72

CENTRAL DEPOSITORY C

AMOUNT PAID: 5749.72

PAID BY: PAY TEL COMMUNICATIO

PAYMENT METH: CHECK

128226

REFERENCE: PHONE COMM

AMT TENDERED: 5749.72

AMT APPLIED: 5749.72

CHANGE: .00

Cm

P2er

PAY TEL COMMUNICATIONS, INC.
Nash County

VENDOR NO.:

NAME:

0000149080

Jun 7, 2019

INVOICE	REFERENCE	INV. DATE	INV. AMOUNT	DESCRIPTION	ADJ. AMT.	AMT. PAID
APCOMM20190531	0000220934	05/31/2019	\$5,749.72		\$0.00	\$5,749.72
TOTALS:						\$5,749.72

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS

PAY TEL COMMUNICATIONS, INC.

PO BOX 8179
GREENSBORO, NC 27419
(336) 852-7419

CAPITAL BANK
capitalbank-us.com
83-1178-670

128226

Five Thousand Seven Hundred Forty Nine Dollars And 72 Cents

PAY TO THE ORDER OF:

Nash County

222 West Washington Street
NASHVILLE, NC 27856

DATE

Jun 7, 2019

AMOUNT

\$5,749.72



Vincent Townsend
AUTHORIZED SIGNATURE

MP

⑈ 1 28 2 26 ⑈ ⑈ 06 70 1 1760 ⑈ 5600099 13606 ⑈



Monthly Commission Statement May, 2019

Statement Date: 6/07/2019

Nash County
222 W Washington St
Nashville NC 27856

Call Type	Payment Method	Total Calls	Total Minutes	Gross Revenue	Commission %	Commission Earned
Local	Prepaid Collect	6,265	56,479	\$9,601.43	39.00%	\$3,744.56
Local Total		6,265	56,479	\$9,601.43		\$3,744.56
Intralata	Prepaid Collect	1,529	12,237	\$2,569.77	39.00%	\$1,002.21
Intralata Total		1,529	12,237	\$2,569.77		\$1,002.21
Interlata	Prepaid Collect	1,368	12,246	\$2,571.66	39.00%	\$1,002.95
Interlata Total		1,368	12,246	\$2,571.66		\$1,002.95
Interstate	Prepaid Collect	569	4,686	\$984.06	0.00%	\$0.00
Interstate Total		569	4,686	\$984.06		\$0.00
Total Collect				\$0.00		\$0.00
Total Prepaid Collect		9,731	85,648	\$15,726.92		\$5,749.72
Total Debit				\$0.00		\$0.00
Total Prepaid Card				\$0.00		\$0.00
Grand Total		9,731	85,648	\$15,726.92		\$5,749.72

Commission Earned	Prepaid Collect
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I certify that the information in this commission statement is accurate.

Kurt Gabriel, Vice President of Finance

Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com